

Amendment 344 Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 344 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 30th day of JUNE, 2015, by and between Vix Technology (USA) Inc (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to move one (1) BOC (Back Office Computer) and one (1) DAC (Data Acquisition Computer) from the Wall Street Building in Everett to the Everett Station. Additionally, to assign new Internet Protocols (IPs) for one (1) BOC (Back Office Computer), one (1) BOCC (Back Office Computer Client), one (1) HyperV, two (2) CST (Customer Service Terminal), and to reset the Virtual Private Network (VPN) tunnel on Everett Transit's (ET) new firewall. All changes will be coordinated between Everett Transit (ET) and the Contractor to minimize outages. This work is performed per Change Request CR-11238 *ET Network Modification 11212014 v3.0*.

- C. The Parties agree that the Work necessary to support Everett Transit (ET) will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

The Contractor will provide the services of a qualified Engineering Manager, Technical Engineer, Field Service Technician, Technical Writer and Field Service Manager to plan, coordinate, supervise, perform and test all necessary work to segment the ET network. The Contractor will:

- 1.1 Analyse the communication requirements of each device to determine the inbound and outbound communication requirements. Said devices include:
 - (a) One (1) BOC
 - (b) One (1) BOCC
 - (c) One (1) HyperV
 - (d) Two (2) CST
- 1.2 Relocate the ET BOC and DAC from the Wall Street server room to the Everett Station.
- 1.3 Update device IP addresses for the devices listed in requirement 1.1 (a, b, c, d) above. Addresses to be provided by ET.
- 1.4 Test connectivity to the Contractor's back office for the devices listed in requirement 1.1 (a, b, c, d) above on the new ET subnet.
- 1.5 Test connectivity of the ET DACs to the BOC after IP address change.
- 1.6 Coordinate and test a reset of the VPN tunnel on ET's new firewall
- 1.7 Update internal Contractor operations documentation with the new IP addresses for the devices listed in requirement 1.1 (a, b, c, d) above.

Section 2.0 Schedule

- 2.1 The Work described in Section 1.0 will be completed no later than June 28, 2015.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 344

To provide technical support to segment ET network and move identified equipment	
TOTAL	\$2,840

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Three Hundred and Forty Four shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: [Signature]
Its: General Manager
Date: 6/10/15

The Agencies

By: [Signature]
Their: ORCA Operations Manager
On behalf of the Agencies
Date: 6/30/15